control the conduct of their affairs is absolutely void, wherever such exercise of authority expressly conflicts with the laws of the United States, and either frustrates the purpose of the national legislation or impairs the efficiency of these agencies of the Federal government to discharge the duties for the performance of which they were enacted. These principles are axiomatic, and are sustained by the repeated adjudications of this court."

BANKS AND BANKING — COLLECTIONS — DEBTOR AND CREDITOR. — Where a special agency is created by the sending of commercial paper to a bank for collection, and the bank has no authority to hold and credit the proceeds of the draft, but is bound by the agreement to remit them immediately, the relation of beneficiary and trustee is created, and the money collected, or its equivalent, can be recovered from the assignee of the insolvent bank. Formerly the equitable right of following misapplied money or other property into the hands of the parties receiving it depended upon the ability to identify it, the equity attaching only to the very property misapplied. But it is now held as the better doctrine that confusion does not destroy the equity entirely, but converts it into a charge upon the entire mass, giving the party injured priority over the other creditors. So long as the property or its substantial equivalent can be found, it will be held to be impressed with a trust in favor of the owner, and if the trustee has mingled it with his own, he will be deemed to have used his own rather than another's and so as to leave the remainder under the trust. *Peters Shoe Co.* v. *Murray* (Tex.), 71 S. W. 977. Citing *Bank* v. *Weenes*, 69 Tex. 489, 5 Am. St. Rep. 85; *Frelinghuysen* v. *Nugent* (C. C.), 36 Fed. 229; *Central Nat. Bank* v. *Ins. Co.*, 104 U. S. 54; *Peters* v. *Bain*, 133 U. S. 670; *Kater* v. *Oriental Co.* (R. I.), 27 Atl. 443.

In the principal case, however, there having been no course of dealing between the parties, and no express contract or instructions, except to collect, it was held that only the ordinary relation of debtor and creditor existed. Citing Zane Banks and Banking, sec. 133; *Bank* v. *Armstrong*, 148 U. S. 50; *Bank* v. *Hubbell*, 117 N. Y. 384, 7 L. R. A. 852, 15 Am. St. Rep. 515.

ATTORNEY AND CLIENT—DISCLOSURE COMMISSIONER—TROVER.—There is no legal principle by which one person can deprive another of his property, and convey a good title thereto, without the owner's consent, or some act equivalent thereto, or by the right of eminent domain.

In an action of trover to recover the value of a watch, the title to which was claimed by both the plaintiff and the defendant, it appeared that the plaintiff was a disclosure commissioner, before whom a debtor disclosed a watch, which was appraised at $5 by the commissioner, and assigned in writing to the creditors, the petitioners, and delivered to their attorney. The commissioner's fees were $5.19, for the payment of which the petitioners had made no deposit with their attorney. The attorney, on request of the commissioner for his fees, sold to him the watch in payment thereof. One of the petitioners subsequently obtained possession of the watch, and refused, on demand, to deliver it to the plaintiff. *Held*, that the watch, by the assignment and delivery to the attorney, became the absolute property of the petitioners, and that the attorney had no right, by virtue of his agency

as attorney, to sell the watch to the plaintiff in payment of his fees. *Davis* v. *Ferrin* (Me.), 53 Atl. 1006.

The court expressly declined to consider the question of the attorney's rights as a lien claimant, stating that the record did not present the question. The decision went off upon the scope of the attorney's employment, the following propositions from 4 Cycl. Law & Proc. 943, 944, being approved:

"Ordinarily, there is no implied power vested in an attorney to bind his client by contract, and a general retainer does not authorize an attorney to bid and purchase for his client, or to enter into an agreement regarding his client's property. Without express instructions, an attorney is not authorized to dispose of his client's money in any other way than by turning it over to the client. The attorney has no greater power to deal with the property of his client other than money, and it has been held that he cannot sell or assign the claim of his client. It has also been held that he cannot sell or assign a note put into his hands for collection."

BILLS AND NOTES — CORPORATIONS — OFFICERS — AUTHORITY — NOTICE.— While the power of an agent to draw and endorse negotiable instruments, should as a general rule, be expressly conferred, yet in some cases it is necessarily implied from the duties to be performed. The implication of such power arises where the act falls under the customs and usages of business within the officer's sphere of duty. Thus drafts accepted by the treasurer of a corporation are presumed to be properly accepted by the corporation, there being no circumstances to indicate fraud or illegality. *Black* v. *Bank* (Md.), 54 Atl. 88. Citing *Credit Co.* v. *Howe Machine Co.*, 54 Conn. 357, 1 Am. St. Rep. 123; 1 Daniel Neg. Inst., sec. 396.

It was further held in the same case that notice given to a director of a corporation privately, or which he acquires from rumor or through channels open alike to all, and which he does not communicate to his associates of the board, will not bind the corporation—where the director had no personal part in the transaction to be affected by the notice. The court says that this is the settled law in Maryland, "however it may be elsewhere." There seems, however, to be a large preponderance of authority "elsewhere" to the same effect. See *Innerarity* v. *Bank*, 139 Mass. 332, 52 Am. Rep. 710; *Shaw* v. *Clark*, 49 Mich. 384, 43 Am. Rep. 474; *Bank* v. *Tinsley*, 11 Mo. App. 498; *Casco Nat. Bank* v. *Clark*, 139 N. Y. 307, 36 Am. St. Rep. 705; *Custer* v. *Bank*, 9 Pa. St. 27.

UNITED STATES REVENUE LAWS—SMUGGLED GOODS—FORFEITURE—RIGHT OF VENDOR TO RECLAIM GOODS OBTAINED.—A vendor of goods obtained from him by fraud has, as a general rule, the right to disaffirm the sale and reclaim the goods, but he cannot assert this right against the United States when the vendee has attempted to smuggle them into this country in violation of its revenue laws. 581 *Diamonds* v. *U. S.* (C. C. A. 6th Cir.), 119 Fed. 556.

Per Day, Circuit Judge:

"The statute (Act June 10, 1890, 1 Supp. Rev. St. p. 749), is plain and clear in visiting the penalty of forfeiture upon the owner and his importer, consignee, or agent. Are we at liberty to so modify the statute as to qualify this right by reading into it an exemption of property, which, though fraudulently imported by the owner, is in such situation as to title that, because of the fraud of the owner,